

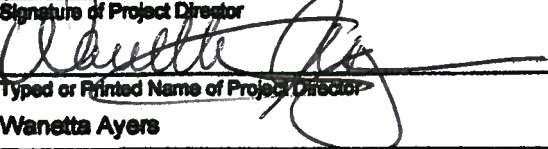


STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number 11-080-027		2. DGS Solicitation Number None		3. Financial Coding DED		4. Agency Assigned Encumbrance Number	
5. Vendor Number None		6. Project/Case Number Village Resume Project: Feasibility Study			7. Alaska Business License Number 902166		
This contract is between the State of Alaska,							
8. Department of Department of Commerce, Community, and Economic Development				Division Economic Development		hereafter the State, and	
9. Contractor Three Star Enterprise, LLC PHONE: 907-745-3606 FAX: EMAIL: 3starAk@gmail.com hereafter the Contractor							
Mailing Address		Street or P.O. Box		City		State ZIP+4	
		202 S. Alaska Street C		Palmer		AK 99645	
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.							
ARTICLE 2. Performance of Service:							
2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract							
2.2 Appendix B sets forth the liability and insurance provisions of this contract.							
2.3 Appendix C sets forth the services to be performed by the contractor							
2.4 Appendix D financial obligations.							
ARTICLE 3. Period of Performance: The period of performance for this contract begins on March 31, 2011 and ends June 30, 2011. There are no renewal options associated with this contract.							
ARTICLE 4. Considerations:							
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$19,706.00. In accordance with the provision of appendix D							
4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:							
11. Department of Commerce, Community, and Economic Development				Attention: Division of Economic Development			
Mailing Address PO Box 110804, 333 Willoughby Ave Juneau, AK 99811-0804				Attention: Nicole Grewe, Project Manager			
12. CONTRACTOR				14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.615-.620. Other disciplinary action may be taken up to and including dismissal.			
Name of Firm Three Star Enterprise, LLC							
Signature of Authorized Representative 			Date 4/7/11				
Typed or Printed Name of Authorized Representative Anthony Caole							
Title: President/CEO							
13. CONTRACTING AGENCY				Signature of Head of Contracting Agency or Designee 		Date 4/7/11	
Department/Division DCCED/Economic Development			Date 4/7/11				
Signature of Project Director 							
Typed or Printed Name of Project Director Wanetta Ayers				Typed or Printed Name Jo Ellen Hanrahan, Director			
Title Director of Economic Development				Title Division of Administrative Services			
				RFP #2011-0800-0026			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

02-083 (12/29/08)

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APPENDIX A
GENERAL PROVISIONS - PROFESSIONAL SERVICES CONTRACT

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in a signing this contract.

Article 2. Inspection and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at times department reasonably requires.

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All, designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

APPENDIX B¹
INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's Indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

APPENDIX C - SCOPE OF SERVICES

PROFESSIONAL SERVICES CONTRACT #11-080-027

Specification for - Village Resume Project: Feasibility Study

Article C-1. Scope of Services

The Department of Commerce, Community, and Economic Development (*Commerce*), Division of Economic Development (DED) solicited proposals for the development of a market feasibility analysis of the Village Resume, as described in the Purpose of the RFP (1.03) and Background Information (4.01) Sections of the original RFP. This analysis will determine if the users and beneficiaries of the Village Resume will realize the perceived benefits and values, participate in its development and maintenance, and ensure the success of the project. The scope of work includes the following:

- (a) Develop interview questions to determine the feasibility of the project concept;
- (b) Conduct face-to-face and telephone interviews with construction contractors, state and federal agency representatives, and other stakeholders;
- (c) Conduct face-to-face interviews with community stakeholders in Emmonak, Igiugig, and Kipnuk;
- (d) Write a report summarizing key findings with regard to the project's feasibility; and
- (e) Present findings to project stakeholders, including state and federal agency representatives, contractors, and rural community leaders.

Article C-2. Contractor Responsibilities/Deliverables:

The contractor will be required to provide the following deliverables:

- (a) Progress Reports: The contractor shall provide bi-weekly progress reports by email.
- (b) Contractor/Client Meetings: The Contractor will meet with the state's project coordinator within one week after the awarding of the contract. A meeting with other project stakeholders will be held within two weeks of the award. A schedule of subsequent meetings will be determined during these initial meetings with a minimum of one meeting per month for the duration of the project and one additional meeting to present the final work products.
- (c) Written Reports/Work Products:
 - (1) Standard interview scripts for contractors, community, and agency representatives.
 - (2) Verbatim responses from key-informant interviews among targeted contractors that are envisioned as the primary customer for the portal. The focus of these interviews will be to determine the demand for the project, the desired features, and other design and usability factors from both the contractors' and the key informants' perspectives.
 - (3) Verbatim responses from key-informant interviews in the three targeted communities that are envisioned as the primary beneficiaries of the portal. The focus of these interviews will be to determine the need for the project from the community perspective, the desired features, and other design and usability factors that will make the portal a viable medium to promote community assets. The targeted communities are Emmonak, Igiugig and Kipnuk.
 - (4) Verbatim responses from key-informant interviews with targeted agency contacts including: Department of Commerce, Community and Economic Development, Department of Labor and Workforce Development, the Denali Commission, Denali Commission Legacy Partners including but not limited to:

ENERGY PROGRAM PARTNERS:

Alaska Center for Energy and Power (ACEP) www.uaf.edu/acep
Alaska Energy Authority www.aiea.org/aea

Alaska Power & Telephone www.aptalaska.com
Alaska Village Electric Cooperative www.avec.org
U.S. Department of Agriculture Rural Utility Service www.usda.gov/rus/electric
U.S. Department of Energy National Energy Technology Lab (NETL) www.netl.doe.gov
U.S. Department of Energy National Renewable Energy Lab (NREL) www.nrel.gov
U.S. Environmental Protection Agency www.epa.gov

HEALTH FACILITIES PROGRAM PARTNERS:

Alaska Department of Health and Social Services (DHSS) www.hss.state.ak.us
Alaska Housing Finance Corporation www.ahfc.state.ak.us
Alaska Mental Health Trust Authority www.mhtrust.org
Alaska Native Tribal Health Consortium www.anthc.org
Alaska State Hospital and Nursing Home Association www.ashnha.com
Health Resources and Services Administration www.hrsa.gov
Rasmuson Foundation www.rasmuson.org
Mat-Su Health Foundation www.matsuhealthfoundation.org/
Regional Alaska Native Health Organizations

TRANSPORTATION PROGRAM PARTNERS:

Alaska Department of Transportation and Public Facilities www.dot.state.ak.us
Bureau of Indian Affairs www.doi.gov/bia
Community Development Quota Organizations www.wacda.org
U.S. Army Corps of Engineers www.poa.usace.army.mil
U.S. DOT Federal Highway Administration www.fhwa.dot.gov
U.S. DOT Western Federal Lands Highway Division www.wfl.fhwa.dot.gov
Regional Tribal Non-Profit Organizations

- (5) compile a report summarizing key-informant feedback and findings regarding the market feasibility of the project; and
- (6) PowerPoint presentation summarizing the project activities, findings, and recommendations.

C-3. Communications and Meetings

All communication between Contractor and Commerce should occur through the Commerce project manager (PM) directly to Contractor PM. The Contractor will be expected to communicate and meet with the Commerce PM and the rest of the project team throughout the process and attend meetings as frequently as requested.

The Contractor will meet with the Commerce PM within one week after the awarding of the contract. A meeting with other project stakeholders will be held within two weeks of the award. A schedule of subsequent meetings will be determined during these initial meetings with a minimum of one meeting per month for the duration of the project and one additional meeting to present the final work products. Contractor will provide a written biweekly status report describing key project tasks, project risks, and project issues to Commerce PM.

The Commerce PM may require multiple revisions of work products prior to final version being accepted.

C-4. Contract Personnel

The Contractor PM shall notify, in advance and in writing, the Commerce PM if any change in Contractor's key project personnel. Any changes to Contractor key personnel must receive prior written approval from the Commerce Project Manager. Personnel changes that are not approved by Commerce may be grounds for Commerce to terminate the contract.

The Contractor and their employees are expected to perform under the same standards as those applying to Commerce employees.

C-5. Performance Standards

Commerce reserves the right to evaluate (or audit) the services being provided by the Contractor under the terms of this Contract. The Contractor will be responsible for developing a plan of action to address any areas of concern raised through an evaluation process. The Commissioner of Commerce or designee must approve the action plan.

C-6. Ownership

There shall be absolute and total disclosure of every aspect of any and all information and work developed, regardless of how referred to, manner gathered, form or format, accessed; or presented while in performance of this project. As stated in Appendix A, Article 10 of this Contract, "all designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement (including work papers) are produced for hire and remain the sole property of the State of Alaska".

All information and work developed shall remain the sole property of Commerce and shall be immediately released to Commerce upon termination of the Contract and may be used by Commerce for any purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws.

All program source code and scripts developed for the conversion must be turned over to Commerce during project wrap up and before the final payment will be made.

The Contractor shall be allowed to retain copies of information and work developed that Commerce does not deem as confidential.

Article C-7. Conflict of Interest

The Contractor must have no conflict of interest that would affect the objectivity or performance of this Contract. If the Contractor has existing or acquires other contracts/clients that may create or be perceived to create a conflict of interest, the Contractor shall immediately notify Commerce in writing so Commerce may determine whether a conflict does exist. Contractors may not accept assignments for which they have a conflict of interest. Failure of the Contractor to notify Commerce of a conflict or potential conflict of interest is grounds for contract cancellation.

Article C-8. Rejection of Work

The Contractor shall be responsible for the quality, accuracy, and proper performance of the work identified in the Contract. Commerce may reject any work found to be defective or not in accordance with this Contract, regardless of the stage of completion and the time or place the error was discovered. Commerce may also reject defective work that has been previously approved because of an oversight during inspection/approval.

Article C-9. Informal debriefing

When the project is completed, an informal debriefing may be performed at the discretion of the Commerce PM. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The Contracting officer may also complete a contractor evaluation form for the department files; future proposals evaluation committees may review completed evaluation forms.

Article C-10. Inspection, Evaluation, & Modification- Reimbursement for Unacceptable Deliverables

The Contractor is responsible for the performance of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Commerce PM or designee. Commerce may employ all reasonable means to ensure the work is satisfactory and being performed in compliance with the contract. Should the Commerce PM determine that corrections or modifications are necessary in order to accomplish its intent, the Commerce Project Manager may direct the contractor to make such changes. The Contractor will not unreasonably withhold such changes.

Substantial failure of the Contractor to perform the contract may cause Commerce to terminate the contract (in whole or in part). In this event, Commerce may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

Article C-11. Termination for Default

Contractor's failure to comply with any of the terms and conditions of this contract may result in a default action by Commerce after (30) calendar day written notice to remedy the problem that had produced the apparent default.

If the Commerce's PM determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure it is timely and professional performance, Commerce may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all of the remaining work.

This clause does not restrict Commerce's termination rights under the contract provisions of Appendix A-1.

In the case of a material breach by the Contractor, and in the event Commerce terminates this Contract, the Contractor shall refund a prorated portion of the monies paid by Commerce under this Contract. Any refund due to Commerce under Appendix A-1 Article 5.1 Termination shall be based upon the number of days prepaid according to the timing of termination and last payment made.

Article C-12. Written Communication

All written communication to Commerce shall be addressed as identified on the Standard Agreement Form, Item 11.

Article C-13. Contract Changes and Unanticipated Amendments

During the course of this Contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Commerce PM will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule and a firm price for accomplishing the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The Contractor will not commence additional work until Commerce's PM has secured any required Commerce approvals necessary for the amendment and has issued a written contract amendment, approved by the Commissioner of the Department of Commerce; the Commissioner's designate, or, the project director.

Both parties intend to maintain a close working relationship, keep each other well informed, and notify the other immediately of any possible changes as soon as possible. This Contract may only be changed or modified with a written amendment, signed by all parties.

It is the Contractor's responsibility to track Contract costs and notify COMMERCE if a cost overrun is expected. If the Contractor fails to notify COMMERCE, and a cost overrun occurs, the Contractor will be responsible for any additional costs over the Contract amount up until the time the Contractor notifies COMMERCE of the overrun. This Contract, including the scope of work and contract amount may only be changed or modified with a written amendment, signed by all parties.

Article C-14. Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

Article C-15. New and Unused

All products, materials, supplies or equipment supplied by the Contractor in the performance of this Contract, shall be new, unused, and of the latest manufacture, edition, version, or model.

Article C-16. Continuing Guarantee

Upon expiration of this Contract, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and/or parts availability have completely expired.

Article C-17. Other Laws and Requirements

The Contractor shall comply with all national, federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.

Article C-18. Lobbying

Commerce prohibits the Contractor from using any portion of the Contract amount for lobbying efforts.

Article C-19. Media Announcements

Any and all media announcements pertaining to this Contract require Commerce's prior written approval.

Article C-20. Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including

both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information:

- (a) information previously known to be public information when received from the other party; information freely available to the general public;
- (b) Information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or
- (c) information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

Article C-21. Default:

In case of default by the Contractor, for any reason whatsoever, Commerce may procure the goods or services from another source and hold the Contractor responsible for any resulting excess cost and may seek other remedies under law or equity. Failure to perform and/or comply with each of the Articles under this Contract constitutes a material breach and may result in termination of the Contract.

Article C-22. Waiver

The waiver by one party of any breach of the Contract, or the failure of one party to enforce any of the provisions, shall be limited to a particular instance. Neither party shall waive any future breaches or future provisions merely because a breach has been waived in a particular instance.

Article C-23. Severability

If any provision of the Contract is found to be invalid under, or contravene to the laws of any particular state, borough, or county, such contravention shall not invalidate the entire Contract. The Contract shall be construed as if the invalid provision is not contained in the Contract. AS 36.30.950

Article C-24. Entire Agreement

By reference, Request for Proposals (RFP #2011-0800-0026) dated January 20, 2011, issued by Commerce; the Contractor's proposal; the Standard Agreement Form and Appendices A, B, C, and D are incorporated into this Contract. This incorporates the entire understanding, and each party acknowledges that there are no other warranties, representations, covenants, or understandings of any kind, matter or description whatsoever, between the parties.

Article C-25. Conflicting Provisions

In the event of any conflicting provisions, the order of procedure for resolving any conflict shall be:

- (a) First, Standard Agreement Form, Appendix A and Appendix B1;

- (b) Second, Appendix C and Appendix D;
- (c) Third, proposal submitted by the Contractor; and
- (d) Fourth, Request for Proposals (RFP) 2011-0800-0026 issued by Commerce.

Article C-26. Foreign Contracting:

By signature on this contract, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

Article C-27. Human Trafficking:

By signature on this contract, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>.

APPENDIX D
FINANCIAL CONSIDERATIONS
Department of Commerce, Community and Economic Development
Professional Services Contract

Article D-1. Initial Amount and Term

The Initial amount of the Contract is \$19,706.00. The Initial Term of the Contract begins upon signature of the Commissioner or the Commissioner's designee and ends June 30, 2011, or upon completion of services, whichever occurs first. This Contract is not valid until signed by both parties.

Article D-2. Renewal Term

There are No Renewals associated with this contract.

Article D-3. Total Amount

The total amount of the Contract shall not exceed \$19,706.00 or extend beyond June 30, 2011.

Article D-4. Compensation

The Contractor submitted a firm fixed price in their proposal of \$19,706.00 which includes all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, travel, per diem, car rental, any other expenses, and any and all costs associated with the performance of this Contract. Any discounts and/or refunds received by the Contractor shall be passed on to COMMERCE.

The amount referred to in Article D- 1. is not guaranteed. Compensation may be less and is based on actual performance and the below payment schedule:

Item Number	Item Description	Payment Upon Acceptance
1	Develop three standard interview scripts for contractors, community, and agency representatives in conjunction with project stakeholders group. Interview instruments must be approved by state prior to conducting interviews.	\$1,584.00
2	Conduct face-to-face and telephone interviews with ten construction contractors, ten state and federal agency representatives, and up to ten additional stakeholders using contact lists provided by the state; document verbatim responses.	\$4,010.00
3	Conduct face-to-face interviews with five to seven community stakeholders in each of the following communities: Emmonak, Iglugig and Kipnuk; document verbatim responses.	\$5,894.00
4	Write a report summarizing key findings with regard to the project's market feasibility and usefulness; barriers to use and maintenance by contractors, agencies and community stakeholders; documentation of verbatim interview responses; and	\$6,270.00
5	Project Meetings: Meet with the project stakeholders group on a monthly basis. The State will provide meeting space in Anchorage, and teleconferencing and video conferencing access.	\$792.00
6	Present findings to project stakeholders, including state and federal agency representatives, contractors, and rural community leaders, including a PowerPoint summary of the report and responding to questions.	\$1,156.00
Price for Evaluation is the sum of lines 1-6 Grand Total		\$19,706.00

Article D-5. Submission of Invoices and Payment

Invoice Must Include:

- (a) a brief description of the scope of work completed
- (b) inclusive dates of work
- (c) contract number (11-080-027)
- (d) the total amount due

The invoice shall be submitted to:

Department of Commerce, Community and Economic Development
Division of Economic Development
Nicole Grewe, Project Manager
PO Box 110804
Juneau, AK 99811-0804

Article D-6. Tax Identification Number

The Contractor shall provide a valid Federal Employee Identification Number (EIN) or Social Security Number (SSN) to Commerce prior to or upon approval of the Contract. Commerce shall withhold payment until a valid EIN is received and failure to provide one may result in Contract cancellation.

Article D-7. Cancellation For Lack of Funds

This Contract may be canceled at any time due to the lack of appropriated funds. If the Contract is cancelled, the Contractor shall be compensated for all work up through the date of cancellation.